injured. The jury found that the premises were not as safe as reasonable care and skill could make them and that the fire resulted from negligence of an independent contractor who carried out the kitchen fire scheme. *Held,* that defendant impliedly warranted that his premises were as safe as reasonable care and skill could make them, and that, as they were not, defendant was liable. *Maclenan* v. *Segar,* [1917], 2 K. B. 325.

The defense in this case relied upon the rule that the duty of an occupier towards a person who is lawfully upon the premises, is a duty to use reasonable care for the safety of that person. *Indermaur* v. *Dames,* 36 L. J. C. P. 181. The failure of defendant to inspect was not found to be negligence. The court refused to be found by *Indermaur* v. *Dames, supra,* and held defendant liable upon an implied warranty. This higher degree of liability arises whenever the occupier of premises agrees for a reward that a person shall have the right to enter and use them for a mutually contemplated purpose. In *Francis* v. *Cockrell,* 39 L. J. Q. B. 113 the proprietor of a race stand was held to have impliedly warranted that his premises were reasonably fit for the purpose for which they were to be used. This same warranty was extended to theaters. *Cox* v. *Coulson,* 85 L. J. K. B. 1081. But in the case of *Sandys* v. *Florence,* 47 L. J. Q. B. 598 the court impliedly held that a guest must prove negligence on the part of an innkeeper or his servants to recover for personal injuries. In *Walker* v. *Midland Ry. Co.,* 55 L. T. 489, the House of Lords also discussed the inn-keepers liability on the same principle though the case turned on a different point. The conflict of authority in America on the innkeeper's liability may be traced to the same error. The courts have confused the innkeeper's duty with that owed to an invitee. An innkeeper is liable for injury to a guest upon the same principle as is applicable in other cases where persons come on the premises at invitation of owner or occupant. *Patrick* v. *Springs,* 154 N. C. 270. The obligation resting upon an innkeeper to keep a guest safe is one imposed by law and does not grow out of the contract; and for a violation, the action is case, *Stanley* v. *Bircher,* 78 Mo. 245. On the other hand the innkeeper has been held to impliedly contract that a guest shall be treated with due consideration for his safety and comfort. *Clancy* v. *Barker,* 71 Neb. 83; *Lehnen* v. *E. J. Hines & Co.,* 88 Kan. 58. The The significance of this decision is well illustrated by *Stanley* v. *Bircher, supra,* where plaintiff failed in tort but could have recovered had the liability been contractual.

LIBEL AND SLANDER — QUALIFIED PRIVILEGE—INTEREST. — Plaintiffs opened an upstairs clothing store and advertised that they sold $25 clothing for $15 because they had no expensive floor rent, nor expensive show cases or windows, and that they were thus able to undersell ground floor merchants who were imposing on the public by charging in the cost of their goods their extravagant rents. The defendants who were downstairs clothiers were also advertisers in the same newspaper and in interviewing the advertising manager of such paper stated that the plaintiffs could not do business on that basis and that they would go broke and asked him to look into the matter. Plaintiffs brought suit against the defendants alleging that they wrongfully

and maliciously and by certain false statements persuaded The Times Printing Co. to break an advertising contract with the plaintiffs. *Held,* the communications having been made in good faith and without malice were privileged. *Fahey et al.* v. *Shafer et al.,* (Wash., 1917), 167 Pac. 1118.

The principal case lays down the rule that where a communication is prompted by a duty to the public or to a third person or is made touching a matter in which the party making it has an *interest* to a party having a *corresponding interest,* it is privileged if made in good faith and without malice. NEWELL, LIBEL AND SLANDER, (2 Ed.), p. 391. The defendants' interest is shown in that the appellants' advertisements were a direct attack upon their business methods. The interest of the advertising manager lay in the necessity of treating all patrons of their advertising columns fairly. In both cases the corresponding interest was a pecuniary interest, the questionable advertising having the tendency to affect directly both parties to their financial detriment. In England the doctrine of interest has been expanded to such an extent that a friend may confidentially advise a lady not to marry a suitor provided he really believes in the truth of the statements he makes. *Todd* v. *Hawkins,* 2 M. & Rob. 20. The rule then in England is that the actual interest need only be on one side. *Adams* v. *Coleridge,* 1 Times L. R. 84. In *Herver* v. *Dowson,* Buller N. P. 8 the defendant warned his friend confidentially against trading with the plaintiff saying that he would soon be bankrupt. No malice having been found the court held that the communication was privileged. This case goes much farther than the principal case in that there is no *corresponding interest* to be found, the interest being really all on one side. But in *"The Count Joannes"* v. *Bennett,* 5 Allen (Mass.) 169, it was held that a letter written by a pastor as a friend, containing libellous matter against her future husband, cannot be justified on the ground of privilege, the actual interest being all on one side. Written information by a mercantile agency to its subscribers given voluntarily or in answer to their inquiries is privileged. *Locke* v. *Bradstreet Co.,* 22 Fed. 771. The conduct of a member of a Board of Trade is a matter of public interest and may form the subject of privileged communications. *Atkinson* v. *Detroit Free Press Co.,* 46 Mich. 341. Where one person seeks information from another as to the credit of a third, the communication is privileged. *Fahr* v. *Hayes,* 50 N. J. L. 275. The distinction between this case and the Dowson case (*supra*) is that in the latter case the communication was made voluntarily. These cases illustrate the various applications of the doctrine of interest both in America and in England. It seems that the principal case would clearly fall within the rules laid down in either country.

MORTGAGES—FORECLOSURE—EFFECT.—The first and second mortgages on A's land were foreclosed by advertisement and sale, presumably in inverse order. The third mortgagee redeemed from one of these sales and took an assignment of the certificate of purchase under the other. He secured sheriff's deeds for both. He now seeks to recover in a personal action for the debt originally secured by his third mortgage. The trial court found the land of sufficient value to pay all three mortgages. *Held,* that the mortgagee's